

[X] AMENDED

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: Case No.: 21-20299

(1) Linda Elaine Palmer

(2)

Debtor(s).

Chapter 13

CHAPTER 13 PLAN

ADDRESS:

(1) 2110 Hallwood Dr.

(2)

Memphis, TN 38107

PLAN PAYMENT:

Debtor (1) shall pay: \$ 796.00 () weekly, (X) every two weeks, () semi-monthly, or () monthly by:

(X) PAYROLL DEDUCTION from:

OR () DIRECT PAY

US Dept of Commerce (Census Bureau), 100 South Independence Mall West #410, Philadelphia, PA 19107

Debtor (2) shall pay: \$ () weekly, () every two weeks, () semi-monthly, or () monthly by:

() PAYROLL DEDUCTION from:

OR () DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19]

() YES (X) NO

(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]

(X) YES () NO

(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12].

(X) YES (X) NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: () Included in Plan; OR (X) Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payments

Paid by: () Debtor(s) directly, () Wage Assignment, OR () Trustee to:

Payee:

ongoing payment begins:

\$

approximate arrearage: \$

\$

5. PRIORITY CLAIMS:

Amount

Monthly Plan Payments

6. HOME & MORTGAGE CLAIMS:

() Paid directly by Debtor(s); OR (X) Paid by Trustee to:

Mortgagee: BSI Financial Services

ongoing payment begins: May, 2021

\$ 531.78

approximate arrearage: \$ 10,000.00

Interest: 0 %

\$ 167.00

Collateral: 2110 Hallwood Dr, Memphis, TN 38107

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]

Value of collateral

Rate of interest

Monthly plan payment

Credit Acceptance Corp

\$ 13,102.96

5.25%

\$ 449.00

Shelby County Trustee – not provided for (paid through escrow)

City of Memphis Treasurer – not provided for (paid through escrow)

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)]

Value of collateral

Rate of interest

Monthly plan payment

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:

Collateral:

10. SPECIAL CLASS UNSECURED CLAIMS:

Amount

Rate of interest

Monthly plan payment

First Metropolitan

\$ 9,067.78

24%

\$ 262.00

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

Not provided for

OR

General unsecured credtotpr

US Dept of Education & FedLoan Servicing

Not provided for

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

City Direct LLC (GS docket no 1662766, Shelby County Register's instrument no: 14045643)

Capital One Bank (GS docket no 1201109, Shelby County Register's instrument no 08088015)

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$ however, amount is to be determined after all claims are filed, undersecured amounts determined, deficiencies determined, etc.

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

(A) () _____%, OR,

(B) (X) THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

Assumes

OR

Rejects

17. COMPLETION: Plan shall be completed upon payment of the above, approximately 60 months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Philip F. Counce

DATE: 2/23/2021

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)